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IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION



In re: \$ Chapter 11

FIELDWOOD ENERGY LLC, et al., § Case No. 20-33948 (MI)

Debtors. (Jointly Administered)

Re: Docket No. 1046

ORDER (I) AUTHORIZING AND APPROVING SETTLEMENT AGREEMENT BETWEEN DEBTORS AND SANARE ENERGY PARTNERS LLC AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")² filed March 17, 2021, of the above-captioned Debtors for entry of an order pursuant to sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019 (a) authorizing Fieldwood's entry into and approving the Settlement Agreement by and among Fieldwood and Sanare Energy Partners LLC ("Sanare" and collectively with Fieldwood, the "Parties"), attached hereto as Exhibit 1, and (b) granting related relief, all as more fully set forth in the Motion; and upon consideration of the Declaration of Michael T. Dane in Support of Debtors' Motion Pursuant to Section 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019 for Entry of an Order (I) Authorizing and Approving Settlement Agreement Between Debtors and Sanare Energy Partners LLC and (II) Granting Related Relief; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors' primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and no objections having been filed; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is fair, reasonable, and in the best interests of the Debtors and their respective estates and creditors and entry into the Settlement Agreement represents a sound exercise of business judgment; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

- 1. The Settlement Agreement is hereby approved pursuant to sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019 and Fieldwood is authorized to enter into the Settlement Agreement.
- 2. Fieldwood is authorized to enter into, perform, execute, and deliver all documents, and take all actions, necessary to immediately continue and fully implement the Settlement Agreement in accordance with the terms, conditions, and agreements set forth therein, all of which are hereby approved.
- 3. The Debtors are authorized to take all actions necessary or appropriate to carry out the relief granted in this Order.

4. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: April 12, 2021

Marvin Isgur

United States Bankruptcy Judge

Exhibit 1

Settlement Agreement

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (the "Agreement") is entered into and made effective as of January 28, 2021 (the "Effective Date") by and between Fieldwood Energy LLC ("Fieldwood"), Fieldwood SD Offshore LLC ("FSDO") and Fieldwood Energy Offshore LLC ("FEO") (Fieldwood, FSDO and FEO are collectively referred to herein as "Fieldwood") and Sanare Energy Partners LLC ("Sanare"). Fieldwood and Sanare may sometimes be referred to herein individually as a "Party" and together as the "Parties".

WHEREAS, Fieldwood and Sanare are working interest owners, or hold other beneficial interest in, in Vermillion 229 (OCS-G 27070) ("VR 229"), South Marsh Island 40 (OCS-G 13607) ("SM 40"), South Pass 89 (OCS-G 01618) ("SP 89"), Ship Shoal 252 (OCS-G 01529) ("SS 252"), in one or more segment(s) of the High Island Pipeline System ("HIPS"), in the Venice Dehydration Station located in Plaquemines Parish, Louisiana ("Venice Dehy"), and the Grand Chenier Separation Facility located in Cameron Parish, Louisiana ("Grand Chenier"); AND

WHEREAS, Fieldwood and Sanare are parties to that certain Production Handling Agreement dated effective September 1, 2004 governing SM 40 originally by and between Hunt Petroleum (AEC), Inc. and LLOG Exploration Offshore, Inc. (the "SM 40 PHA"), that certain Lease of Platform Space on SP 89 "B" Platform agreement dated effective November 1, 2012 originally by and between Apache Corporation and Black Elk Energy LLC (the "SP 89 LOPS"), that certain Offshore Operating Agreement dated March 30, 2009 governing SS 252 originally by and between Helis Oil & Gas Company, L.L.C. and Houston Energy, L.P., Et al. (the "SS 252 OA"), that certain Operating and Administrative Management Agreement dated June 1, 2009 originally by and between Chevron Pipe Line Company and Owners of the High Island Pipeline System (the "HIPS OA"), that certain Operation and Maintenance Agreement effective September 26, 1982 governing the Venice Dehydration Station located in Plaquemines Parish, Louisiana originally by and between Marathon Oil Company, ET al. and OKC Limited Partnership (the "Venice OA"), and that certain Conveyance and Operating Agreement governing Grand Chenier Separation Facilities in Cameron Parish Louisiana originally by and between Continental Oil Company and The Atlantic Refining Company, Et al. (the "Chenier OA"), together the SM 40 PHA, SP 89 LOPS, SS 252 OA, HIPS OA, Venice OA and the Chenier OA herein the "AR JOAS"; AND.

WHEREAS, Fieldwood and Sanare have outstanding joint interest billings and other charges associated with SM 40 PHA, SP 89, SS 252, HIPS, Venice Dehy and Grand Chenier from October 2018 to present in the below amounts, all owed to Fieldwood from Sanare and all as shown on Exhibit "A", attached hereto and made a part hereof (collectively the "Fieldwood Joint Interest Billings") and Fieldwood and Sanare will have future joint interest billings owed to Fieldwood from Sanare which may be associated with any or all of the same properties as the Fieldwood Joint Interest Billings in the preceding sentence (the "Future Fieldwood Joint Interest Billings"):

¹ The Fieldwood entities that are parties to the AR JOAS and VR 229 JOA are identified in the specific operative agreements. The use of the collective term "Fieldwood" in this Agreement is not intended to amend or other alter the parties under such agreements.

| Gross Fieldwood IIB Balance January through December 2000 A | |
|--|----------------|
| Gross Fieldwood JIB Balance January through December 2020 Accounting Months | \$1,116,606.17 |
| Plus: Fieldwood JIB Balance January 2021 Accounting Month | 63,281.03 |
| Plus: Fieldwood JiB Balance February 2021 Accounting Month* (see Note 1) | • |
| Phys. Capacita day 2021 Accounting World (see Note 1) | 65,000.00 |
| Plus: Sanare's share of VR 229 Oil/Condensate Transportation and Separation fees paid by Fieldwood | 773,372.75 |
| Total Gross Fieldwood JIBs through Feb 2021 Accounting Month (January 2021 Production Month) | |
| Less: VR 229 Sanare Not Pounnie Withhold by Fielding of the Carte Country 2021 Flouding Middle Carte C | 2,018,259.95 |
| Less: VR 229 Sanare Net Revenue Withheld by Fieldwood and applied to VR 229 JIBs | (419,879.59) |
| subtotal - JIB Balance Due Fieldwood through January 2021 Production Month (detail on Exhibit A) | |
| Less: Sanaro IIIR Polance January Manuary Deserved Annuary Deserved Annuar | 1,598,380.36 |
| Less: Sanare JIB Balance January through December 2020 Accounting Months (detail on Exhibit B) | (106,941.98) |
| Less: VR 229 Sanare Net Revenue Withheld by Fieldwood and not applied to JIB balance | (393, 326, 03) |
| Less: VR 229 Sanare Net Revenue Withhold by Fieldwood for January 2004 But I | (555,520,05) |
| Less: VR 229 Sanare Net Revenue Withheld by Fieldwood for January 2021 Production Month** (see Note2) | (566,012.00) |
| * Manager and the second secon | \$532,100.35 |

^{*} Note 1: Amount is estimate for JIB billings February 2021 Accounting Month (January 2021 Production Month).

; AND

WHEREAS, Fieldwood and Sanare are parties to that certain Joint Operating Agreement dated effective August 15, 2008 originally by and between Hunt Oil Company and Hall-Houston Exploration III, L.P. (the "VR 229 JOA), and to date Fieldwood has been applying Sanare's proportionate share of VR 229 related revenue(s) (the "VR 229 Revenue") against Fieldwood's VR 229 accounts receivable owed by Sanare; AND

WHEREAS, the Parties propose to offset the Sanare Joint Interest Billings identified in Exhibit B against the Fieldwood Joint Interest Billings and, despite any language found in the AR JOAS or VR 229 JOA to the contrary, apply certain VR 229 Revenue against the Fieldwood Joint Interest Billings and continue applying the VR 229 Revenue against Fieldwood's VR 229 accounts receivable owed by Sanare; AND

WHEREAS, the Parties desire to fully and finally settle the Fieldwood Joint Interest Billings and the Sanare Joint Interest Billings pursuant to the terms and conditions set forth in this Agreement; AND

WHEREAS, On July 3, 2020, Fieldwood filed a lawsuit against Sanare in a case styled *Fieldwood Energy LLC v. Sanare*, No. 2020-39647 pending in the 270th Judicial District of Harris County, Texas (the "State Court Lawsuit"); AND

WHEREAS, commencing on August 3, 2020, Fieldwood and certain of its affiliates filed with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Bankruptcy Court") voluntary cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"); AND

WHEREAS, on November 10, 2021, Fieldwood filed a notice of removal with the Bankruptcy Court, removing the State Court Lawsuit to the Bankruptcy Court in a case styled *Fieldwood Energy LLC v. Sanare*, Adversary Proceeding No. 20-03460 (the "Adversary Proceeding"); AND

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements as set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fieldwood and Sanare hereby agree as follows:

^{**} Note 2: Amount is estimate for January 2021 Production Month.

- 1. Pursuant to the terms of this Agreement, Sanare shall pay to Fieldwood \$532,100.35 (the "Settlement Payment"). ² Sanare shall pay the Settlement Payment as follows:
 - 1.1 February 2021 Production Month: Fieldwood will pay one hundred percent (100%) of the Office of Natural Resources and Revenue ("ONRR") royalty burden. After deducting the ONRR royalty burden associated with Sanare's approximately forty-nine (~49%) working interest share under the VR 229 JOA ("Sanare's VR 229 Working Interest"), one hundred percent of the remaining February 2021 production month revenue associated with Sanare's VR 229 Working Interest shall be applied to the Settlement Payment; AND
 - 1.2 Effective March 1, 2021 and until the Settlement Payment is paid in full: Fieldwood grants Sanare the right to take-in-kind twenty percent (20%) of the gross production volume associated with the VR 229 JOA (defined herein as the "Sanare Settlement Production Share"). For the sake of clarity, the Sanare Settlement Production Share represents approximately forty-one percent (~41%) of Sanare's VR 229 Working Interest. Sanare grants Fieldwood the right and authority to take, and Fieldwood shall take, production volume above and beyond the Sanare Settlement Production Share to satisfy the Settlement Payment, which equates to approximately twenty-nine (~29%) of the gross working interest (the "Fieldwood Settlement Production Share"). After deducting the ONRR royalty burden associated with the Fieldwood Settlement Production Share, one hundred percent of the remaining revenue from the Fieldwood Settlement Production Share shall be applied to the Settlement Payment until it is paid in full. Should Sanare not comply with the terms and conditions of this Agreement, Fieldwood reserves the right, at its sole option, to revoke and terminate Sanare's ability to take in kind Sanare's Settlement Production Share and shall have the option and authority to notify any purchasers and/or transporters of the same. Nothing herein modifies or amends Sanare's obligation to pay 100% of all expenses associated with Sanare's VR 229 Working Interest when due under the VR 229 JOA. Additionally, Sanare shall be solely responsible for its share of the ONRR royalty burdening the Sanare Settlement Production Share; AND
 - 1.3 Fieldwood will make commercially reasonable efforts to provide Sanare a full reconciliation of both JIB and revenue accounts by the 25th of each month beginning March 25th and continuing each month until all requirements under this Agreement have been met; AND

² The Parties acknowledge that the Settlement Payment identified herein will be reconciled pursuant to Article 1.3 on or before March 25, 2021. The Parties shall agree on the final Settlement Payment on or before March 31, 2021. If the Parties are not able to agree on the final Settlement Payment on or before March 31, 2021, the Parties agree to attend non-binding mediation to resolve the dispute. The mediation shall occur on or before April 30, 2021. If the Parties are not able to resolve the dispute through mediation, the Parties have the right to litigate the dispute to the United States Bankruptcy Court for the Southern District of Texas, Houston, Division.

- 1.4 For the purposes of monthly reconciliation of volumes produced under the VR 229 JOA through February 2021, Fieldwood shall provide Sanare volume statements and product pricing for volumes withheld from July 2020 through February 2021. Until Sanare satisfies its obligation to pay the Settlement Payment, Fieldwood will provide Sanare monthly volume statements and product pricing for VR 229 related volumes withheld pursuant to this Agreement; AND
- 1.5 Sanare shall be responsible and shall pay one hundred percent (100%) of all pre and post Effective Date overriding royalty interests burdening Sanare's VR 229 Working Interest.
- 2. At such time as the Settlement Payment has been satisfied in full and Sanare is not otherwise in default under the VR 229 JOA, where such default arose between the date of the Agreement and receipt by Fieldwood of the full Settlement Payment, Sanare shall be allowed to take-in-kind its full working interest share of VR 229 production volume as provided for the in the VR 229 JOA
- 3. Fieldwood acknowledges that as of the Effective Date of this Agreement, Sanare does not owe Fieldwood any overriding royalty interests ("ORRIs") associated with the four leases identified in Fieldwood's Original Petition section IV.A. filed in the State Court Lawsuit.
- 4. At such time that (i) Fieldwood received the Settlement Payment and (ii) no defaults have arisen between the Effective Date of this Agreement and receipt by Fieldwood of the full Settlement Payment with respect to any Future Joint Interest Billings related to the AR JOAs, the VR 229 JOA and/or any ORRIs associated with the four leases referenced in paragraph 3, each Party, on behalf of itself and its predecessors, successors, assigns, affiliates, subsidiaries, parent company, owners, investors and their respective officers, directors, employees, representatives, insurers, principals, and owners hereby releases and forever discharges the other Party, its predecessors, successors, assigns, subsidiaries, partners, and their respective affiliates, officers, directors, employees, representatives, insurers, principals, and owners for and from any and all claims, demands, causes of action, costs, expenses, payments, charges, interest, and/or liabilities in connection with or arising out of the Fieldwood Joint Interest Billings, the Sanare Joint Interest Billings and the VR 229 Revenue (together, the "Claims").
- 4.1 Notwithstanding the foregoing, the Parties agree that this release is not releasing Sanare from its obligations to the pay the overriding royalty interests ("ORRIs") associated with the four leases identified in Fieldwood's Original Petition section IV.A. filed in the State Court Lawsuit.
- 5. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and to their respective predecessors, parents, owners, affiliates, subsidiaries, principals, successors, and assigns.
- 6. The Parties agree to cooperate and execute any additional documents as are reasonably requested or required to carry out the terms of the Agreement if any.
- 7. No later than seven days after execution of this Agreement, the Parties will file: (a) a motion to approve the terms of this Agreement under Federal Rule of Bankruptcy

Procedure 9019 (the "9019 Motion") and (b) a proposed order related to the 9019 Motion (as entered by the Bankruptcy Court, the "9019 Order").

- 8. No later than seven days after the execution of this Agreement, the Parties shall file with the Bankruptcy Court a joint stipulation staying the Adversary Proceeding pending satisfaction of the obligations under this Agreement. No later than seven days after (i) receipt by Fieldwood of the full Settlement Payment and (ii) no defaults have arisen between the Effective Date of this Agreement and receipt by Fieldwood of the full Settlement Payment with respect to any Future Joint Interest Billings related to the AR JOAs, the VR 229 JOA and/or any ORRIs associated with the four leases referenced in paragraph 3, the Parties shall file with the Bankruptcy Court a joint stipulation dismissing the Adversary Proceeding with prejudice.
- 9. For the avoidance of doubt, the Settlement Payment shall not be subject to any contest, attack, rejection, recovery, claw-back, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law. To the extent all or any portion of the Settlement Amount becomes subject to any proceeding related to Sanare and wherein any such contest, attack, rejection, recovery, claw-back, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law is asserted, Sanare represents and warrants that it will take all reasonable efforts to contest such efforts.
- 10. The Parties acknowledge and agree that this Agreement is not an admission of liability or responsibility on the part of either Party.
- 11. This Agreement supersedes any prior written or oral communications with respect to the settlement of the matters addressed herein and may not be modified except by writing signed by all of the Parties.
- 12. The Parties hereby warrant that they have the right and authority to enter into this Agreement pursuant to the terms set forth herein.
- 13. Unless specifically provided for herein, nothing in this Agreement shall modify or amend the terms of the VR 229 JOA or the AR JOAS.
- 14. The Parties acknowledge that promises, covenants, releases, and recitals in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, and right contained in this Agreement.
- 15. This Agreement has been duly authorized and constitutes a legal, valid and binding obligation of each Party hereto, and is enforceable against each of them in accordance with its terms. To the extent that any part of this Agreement is subsequently declared by any court of competent jurisdiction, or by any other body having authority to do so, to be void or otherwise unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
- THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN

ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ITS CONFLICTS OF LAW WHICH MAY APPLY THE LAWS OF ANOTHER JURISDICTION. THE PARTIES HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES BANKURPTY COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION WITH RESPECT TO ANY MATTER RELATING TO OR ARISING OUT OF THIS AGREEMENT.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Fieldwood and Sanare do hereby execute and agree to this Agreement as of the date first set forth above. This Agreement may be executed, originally or by electronic reproduction, in multiple counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

FIELDWOOD ENERGY LLC

Name: John II, Smart
Title: SVP, BISINES Porchymut
Date: 3/8/2/

WITNESS:

Printed Name: VIII 3 . Survey (

SANARE ENERGY PARTNERS LLC

By: Mule Kung
Name: Charles Plouseau
Title: PRESIDENT & CEO

Date: 3/8/2021

WITNESS:

Printed Name: Brian H. Mounillan

By: Male Charge Charge

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF A CERTAIN SETTLEMENT AGREEMENT MADE EFFECTIVE JANUARY 28, 2021 BY AND BETWEEN FIELDWOOD ENERGY LLC AND SANARE ENERGY PARTNERS LLC

FIELDWOOD JOINT INTEREST BILLINGS

| Owner Name | Well Code | Well Name | Invoice Code | Invoice Date | Outstanding |
|--|------------------------|--|------------------|------------------------|--------------------------|
| SANARE ENERGY PARTNERS, LLC | Estimate | February Estimate | | 2/28/2021 | \$65,000.0 |
| SANARE ENERGY PARTNERS, LLC | GRCHENPF | GRAND CHENIER SEP FAC aka GCSF | 162551 | 12/18/2019 | \$41,365.8 |
| SANARE ENERGY PARTNERS, LLC | GRCHENPF | GRAND CHENIER SEP FAC aka GCSF | 162553 | 12/18/2019 | \$24,532.8 |
| SANARE ENERGY PARTNERS, LLC | GRCHENPF | GRAND CHENIER SEP FAC aka GCSF | 163768 | 1/20/2020 | \$6,371.9 |
| SANARE ENERGY PARTNERS, LLC | GRCHENPF | GRAND CHENIER SEP FAC aka GCSF | 162552 | 12/18/2019 | \$5,403.7 |
| SANARE ENERGY PARTNERS, LLC | GRCHENPF | GRAND CHENIER SEP FAC aka GCSF | 166088 | 3/29/2020 | \$5,031.5 |
| SANARE ENERGY PARTNERS, LLC | GRCHENPF | GRAND CHENIER SEP FAC aka GCSF | 166091 | 3/29/2020 | \$3,281.1 |
| SANARE ENERGY PARTNERS, LLC | GRCHENPF | GRAND CHENIER SEP FAC aka GCSF | 166089 | 3/29/2020 | \$2,949.8 |
| SANARE ENERGY PARTNERS, LLC | GRCHENPF | GRAND CHENIER SEP FAC aka GCSF | 163765 | 1/20/2020 | \$1,840.7 |
| SANARE ENERGY PARTNERS, LLC | GRCHENPF | GRAND CHENIER SEP FAC aka GCSF | 167196 | 4/29/2020 | \$547.5 |
| SANARE ENERGY PARTNERS, LLC | GRCHENPF | GRAND CHENIER SEP FAC aka GCSF | 163764 | 1/20/2020 | \$203.1 |
| SANARE ENERGY PARTNERS, LLC | GRCHENPF | GRAND CHENIER SEP FAC aka GCSF | 166090 | 3/29/2020 | \$146.8 |
| SANARE ENERGY PARTNERS, LLC | GRCHENPF | GRAND CHENIER SEP FAC aka GCSF | 169603 | 6/10/2020 | \$146.1 |
| SANARE ENERGY PARTNERS, LLC | GRCHENPF | GRAND CHENIER SEP FAC aka GCSF | 163767 | 1/20/2020 | \$74.6 |
| SANARE ENERGY PARTNERS, LLC | GRCHENPF | GRAND CHENIER SEP FAC aka GCSF | 163766 | 1/20/2020 | \$29.9 |
| SANARE ENERGY PARTNERS, LLC | GRCHENPF | GRAND CHENIER SEP FAC aka GCSF | 144037 | 10/30/2018 | -\$0.0 |
| SANARE ENERGY PARTNERS, LLC | HIPSPLSYS | HIGH ISLAND P/L-SYSTEM | 163751 | 1/15/2020 | \$18,031.7 |
| SANARE ENERGY PARTNERS, LLC | HIPSPLSYS | HIGH ISLAND P/L-SYSTEM | 164969 | 2/12/2020 | \$15,903.4 |
| SANARE ENERGY PARTNERS, LLC | HIPSPLSYS | HIGH ISLAND P/L-SYSTEM | 167144 | 4/9/2020 | \$14,426.4 |
| SANARE ENERGY PARTNERS, LLC | HIPSPLSYS | HIGH ISLAND P/L-SYSTEM | 166081 | 3/26/2020 | \$13,322.7 |
| SANARE ENERGY PARTNERS, LLC | HIPSPLSYS | HIGH ISLAND P/L-SYSTEM | 162542 | 12/16/2019 | \$11,328.0 |
| SANARE ENERGY PARTNERS, LLC | HIPSPLSYS | HIGH ISLAND P/L-SYSTEM | 168334 | 5/13/2020 | \$9,705.3 |
| SANARE ENERGY PARTNERS, LLC | SM040PFJA | SOUTH MARSH IS 040 P/F-JA | 168450 | 5/31/2020 | \$37,717.8 |
| SANARE ENERGY PARTNERS, LLC | SM040PFJA | SOUTH MARSH IS 040 P/F-JA | 170746 | 7/31/2020 | \$37,717.8 |
| SANARE ENERGY PARTNERS, LLC | SM040PFJA | SOUTH MARSH IS 040 P/F-JA | 170750 | 7/31/2020 | \$37,717.8 |
| SANARE ENERGY PARTNERS, LLC | SM040PFJA | SOUTH MARSH IS 040 P/F-JA | 171895 | 8/31/2020 | \$37,717.8 |
| SANARE ENERGY PARTNERS, LLC | SM040PFJA | SOUTH MARSH IS 040 P/F-JA | 173688 | 10/31/2020 | \$37,717.8 |
| SANARE ENERGY PARTNERS, LLC | SM040PFJA | SOUTH MARSH IS 040 P/F-JA | 174397 | 11/30/2020 | \$37,717.8 |
| SANARE ENERGY PARTNERS, LLC | SM040PFJA | SOUTH MARSH IS 040 P/F-JA | 175093 | 12/31/2020 | \$37,717.8 |
| SANARE ENERGY PARTNERS, LLC | SM040PFJA | SOUTH MARSH IS 040 P/F-JA | 175791 | 1/28/2021 | \$37,717.8 |
| SANARE ENERGY PARTNERS, LLC | SM040PFJA | SOUTH MARSH IS 040 P/F-JA | 161427 | 11/30/2019 | \$35,853.4 |
| SANARE ENERGY PARTNERS, LLC | SM040PFJA | SOUTH MARSH IS 040 P/F-JA | 162590 | 12/31/2019 | \$35,853.4 |
| SANARE ENERGY PARTNERS, LLC | SM040PFJA SM040PFJA | SOUTH MARSH IS 040 P/F-JA | 163816 164994 | 1/30/2020 | \$35,853.4 |
| SANARE ENERGY PARTNERS, LLC | | SOUTH MARSH IS 040 P/F-JA | | 2/29/2020 | \$35,853.4 |
| SANARE ENERGY PARTNERS, LLC SANARE ENERGY PARTNERS, LLC | SM040PFJA SM040PFJA | SOUTH MARSH IS 040 P/F-JA SOUTH MARSH IS 040 P/F-JA | 166104 167202 | 3/31/2020 4/30/2020 | \$35,853.4 \$35,853.4 |
| SANARE ENERGY PARTNERS, LLC | SM040PFJA SM040PFJA | SOUTH MARSH IS 040 P/F-JA | 172910 | 9/30/2020 | \$35,853.4 |
| SANARE ENERGY PARTNERS, LLC | SM040PFJA | SOUTH MARSH IS 040 P/F-JA | 172909 | 9/30/2020 | \$3,650.1 |
| SANARE ENERGY PARTNERS, LLC | SP89BPLT | SOUTH PASS 089 P/F-B | 156274 | 7/8/2019 | \$643.6 |
| SANARE ENERGY PARTNERS, LLC | SP89BPLT | SOUTH PASS 089 P/F-B | 157526 | 8/6/2019 | \$643.6 |
| SANARE ENERGY PARTNERS, LLC | SP89BPLT | SOUTH PASS 089 P/F-B | 158916 | 9/6/2019 | \$643.6 |
| SANARE ENERGY PARTNERS, LLC | SP89BPLT | SOUTH PASS 089 P/F-B | 160122 | 10/3/2019 | \$643.6 |
| SANARE ENERGY PARTNERS, LLC | SS252F04 | SHIP SHOAL 252 #F004 | 165673 | 2/29/2020 | \$7,485.4 |
| SANARE ENERGY PARTNERS, LLC | SS252F04 | SHIP SHOAL 252 #F004 | 171493 | 7/31/2020 | \$3.843.7 |
| SANARE ENERGY PARTNERS, LLC | SS252F04 | SHIP SHOAL 252 #F004 | 172558 | 8/31/2020 | \$2,472,4 |
| SANARE ENERGY PARTNERS, LLC | SS252F04 | SHIP SHOAL 252 #F004 | 167996 | 4/30/2020 | \$2,416.7 |
| SANARE ENERGY PARTNERS, LLC | SS252F04 | SHIP SHOAL 252 #F004 | 162152 | 11/30/2019 | \$2,122.3 |
| SANARE ENERGY PARTNERS, LLC | SS252F04 | SHIP SHOAL 252 #F004 | 164586 | 1/31/2020 | \$1,937.3 |
| SANARE ENERGY PARTNERS, LLC | SS252F04 | SHIP SHOAL 252 #F004 | 163353 | 12/31/2019 | \$1,534.0 |
| SANARE ENERGY PARTNERS, LLC | SS252F04 | SHIP SHOAL 252 #F004 | 166810 | 3/31/2020 | \$1,350.69 |
| SANARE ENERGY PARTNERS, LLC | SS252F04 | SHIP SHOAL 252 #F004 | 169207 | 5/31/2020 | \$897.3 |
| SANARE ENERGY PARTNERS, LLC | SS252F04 | SHIP SHOAL 252 #F004 | 170351 | 6/30/2020 | \$890.0 |
| SANARE ENERGY PARTNERS, LLC | SS252F04 | SHIP SHOAL 252 #F004 | 174791 | 11/30/2020 | \$594.9 |
| SANARE ENERGY PARTNERS, LLC | SS252F04 | SHIP SHOAL 252 #F004 | 174123 | 10/31/2020 | \$539.0 |
| SANARE ENERGY PARTNERS, LLC | SS252F04 | SHIP SHOAL 252 #F004 | 173416 | 9/30/2020 | \$203.8 |
| SANARE ENERGY PARTNERS, LLC | SS252F04 | SHIP SHOAL 252 #F004 | 175504 | 12/31/2020 | \$51.0 |
| SANARE ENERGY PARTNERS, LLC | SS252F04 | SHIP SHOAL 252 #F004 | 176195 | 1/31/2021 | \$35.1 |
| SANARE ENERGY PARTNERS, LLC | VENICEDHYD | SOUTH PASS 089 VENICE DEHY | 167185 | 4/26/2020 | \$1,656.9 |
| SANARE ENERGY PARTNERS, LLC | VENICEDHYD | SOUTH PASS 089 VENICE DEHY | 168408 | 5/27/2020 | \$166.8 |
| SANARE ENERGY PARTNERS, LLC | VENICEDHYD | SOUTH PASS 089 VENICE DEHY | 163742 | 1/14/2020 | \$10.6 |
| SANARE ENERGY PARTNERS, LLC | VR229 | VERMILION 229 (ACCR) | 176426 | 2/22/2021 | \$773,372.7 |
| | | | | | \$1,598,380.3 |

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF A CERTAIN SETTLEMENT AGREEMENT MADE EFFECTIVE JANUARY 28, 2021 BY AND BETWEEN FIELDWOOD ENERGY LLC AND SANARE ENERGY PARTNERS LLC

SANARE JOINT INTEREST BILLINGS

| Well Code | Well Name | Invoice Code | Invoice Date | Outstanding | Type |
|-----------|---------------------------|--------------|--------------|--------------|----------------|
| | IMBALANCE | 919SS253PF | 11/18/2019 | _ | IMBALANCE |
| | IMBALANCE | 819SS253PF | 10/28/2019 | -\$156.11 | IMBALANCE |
| | IMBALANCE | 120SS253PF | 03/17/2020 | -\$140.77 | IMBALANCE |
| | IMBALANCE | 1019SS253PF | 12/18/2019 | -\$19.01 | IMBALANCE |
| SP017A23 | SOUTH PASS 017 #A023 | MC21082019 | 01/22/2020 | \$3,505.17 | LEASE GAS FUEL |
| SP017A23 | SOUTH PASS 017 #A023 | MC21072019 | 01/22/2020 | \$6,034.25 | LEASE GAS FUEL |
| SP017A23 | SOUTH PASS 017 #A023 | MC21012020 | 02/27/2020 | \$9,909.52 | LEASE GAS FUEL |
| SP017A23 | SOUTH PASS 017 #A023 | MC21102019 | 01/22/2020 | \$10,546.10 | LEASE GAS FUEL |
| SP017A23 | SOUTH PASS 017 #A023 | MC21092019 | 01/22/2020 | \$11,052.18 | LEASE GAS FUEL |
| SP017A23 | SOUTH PASS 017 #A023 | MC21122019 | 01/22/2020 | \$13,572.57 | LEASE GAS FUEL |
| SP017A23 | SOUTH PASS 017 #A023 | MC21112019 | 01/22/2020 | \$14,425.19 | LEASE GAS FUEL |
| SM040PFJA | SOUTH MARSH IS 040 P/F-JA | 563 | 03/18/2020 | \$15,680.17 | JIB |
| SM040PFJA | SOUTH MARSH IS 040 P/F-JA | 573 | 04/13/2020 | \$22,817.84 | JIB |
| | | | | \$106,941.98 | |

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United States Bankruptcy Court Southern District of Texas

In re: Case No. 20-33948-mi

Fieldwood Energy LLC Chapter 11

The Official Committee of Unsecured Cred

Debtors

CERTIFICATE OF NOTICE

District/off: 0541-4 User: TylerLaws Page 1 of 5
Date Rcvd: Apr 12, 2021 Form ID: pdf002 Total Noticed: 116

The following symbols are used throughout this certificate:

Symbol Definition

+ Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable,

the notice recipient was advised to update its address with the court immediately.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 14, 2021:

| | man was sent to the following persons/entities by the Dankruptey Pottering Center on Apr 14, 2021. |
|-----------------------|--|
| Recip ID db | Recipient Name and Address + Bandon Oil and Gas GP, LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623 |
| db | + Bandon Oil and Gas, LP, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623 |
| db | + Dynamic Offshore Resources NS, LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623 |
| db | + FW GOM Pipeline, Inc., 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623 |
| db | + Fieldwood Energy LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623 |
| db | + Fieldwood Energy Offshore LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623 |
| db | + Fieldwood Energy SP LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623 |
| db | + Fieldwood Offshore LLC, 2000 W. Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623 |
| db | + Fieldwood Onshore LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623 |
| db | + Fieldwood SD Offshore LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623 |
| db | + GOM Shelf LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623 |
| db | + Galveston Bay Pipeline LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623 |
| db | + Galveston Bay Processing LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623 |
| aty | + Charles M Rush, 202 Magnate Drive, Lafayette, LA 70508-3830 |
| aty | + Clark Hill Strasburger, Attn: Duane J. Brescia, 720 Brazos, Suite 700, Austin, TX 78701-2531 |
| aty | + Darryl T. Landwehr, 935 Gravier Street, Suite 835, New Orleans, LA 70112-1727 |
| aty | + Emile Joseph, Jr., Allen & Gooch, P O Box 81129, Lafayette, LA 70598-1129 |
| aty | + Peter J. Segrist, Carver Darden et al, 1100 Poydras St., Ste 3100, New Orleans, LA 70163-1102 |
| aty | + Petro Amigos Supply, Inc., c/o Wayne Kitchens, Total Plaza, 1201 Louisiana, 28th Floor, Houston, TX 77002-5607 |
| aty | + Ronald Savoie, Jackson & Jackson, P.L.L.C., 111 Founders Drive, Suite 400, Baton Rouge, LA 70810-8959 |
| cr | + A2D TECHNOLOGIES, INC. D/B/A TGS GEOLOGICAL PRODUC, c/o Andrew A Braun, Gieger Laborde & Laperouse, LLC, Suite 4800, 701 Poydras Street, New Orleans, LA 70139 US 70139-7756 |
| cr | + Aker Solutions Inc., Bruce J. Ruzinsky, 1401 McKinney Street, Suite 1900, Houston, TX 77010-4037 |
| cr | American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern, PA 19355-0701 |
| cr | + Anahuac Independent School District, c/o Owen M. Sonik, 1235 North Loop West, Houston, TX 77008-1758 |
| cr | + Ankor E&P Holdings Corporation, c/o Looper Goodwine P.C., Attn: Paul J. Goodwine, 650 Poydras Street, Suite 2400, New Orleans, LA 70130-6171 |
| cr | + Ankor Energy LLC, c/o Looper Goodwine P.C., Attn: Paul J. Goodwine, 650 Poydras Street, Suite 2400, New Orleans, LA 70130-6171 |
| intp | + Apache Corporation, Hunton Andrews Kurth LLP, Attn: Robin Russell, 600 Travis Street, Suite 4200 Houston, TX 77002-2929 |
| cr | + Archrock Services, LP, 16666 North Chase Dr., Houston, TX 77060-6014 |
| cr | + Aspen American Insurance Company, c/o Randall A. Rios, Husch Blackwell LLP, 600 Travis Street, Suite 2350, Houston, TX 77002-2629 |
| intp | + BP Exploration & Production Inc., c/o Shari L. Heyen, Greenberg Traurig, LLP, 1000 Louisiana Street, Suite 1700, Houston, TX 77002-5001 |
| cr | + Bay City Independent School District, c/o Owen M. Sonik, 1235 North Loop West Suite 600, Houston, TX 77008-1772 |
| cr | + Bedrock Petroleum Consultants, LLC, c/o Bradley, Attn: James B. Bailey, 1819 Fifth Avenue North, Birmingham, AL 35203-2120 |
| cr | + Brian Cloyd, c/o Cain & Skarnulis LLP, 400 W. 15th Street, Suite 900, Austin, TX 78701-1659 |
| cr | + Broussard Brothers, Inc., 501 S. Main St., Abbeville, LA 70510, US 70510-6508 |
| cr | + C-Dive, L.L.C., c/o Leann O. Moses, 1100 Poydras Street, Suite 3100, New Orleans, LA 70163-1102 |
| cr | CETCO Energy Services Company, LLC, c/o Rudy Urban, Credit Manager, Cetco Energy Services., LLC, 635 Brake Ridge Court, Seymour, TN 37865 |
| cr | + Callon Petroleum Company, 2000 W. Sam Houston Parkway S., Suite 2000, Houston, TX 77042, UNITED STATES 77042-3622 |
| cr | + Chambers County, c/o Owen M. Sonik, 1235 North Loop West Suite 600, Houston, TX 77008-1772 |
| cr | + Claboryan Lewis, Broussard & David, 557 Jefferson street, Lafayette, LA 70501-6905 |
| cr | + Colorado County, c/o John T. Banks, 3301 Northland Drive, Ste. 505, Austin, TX 78731-4954 |
| cr | + ConocoPhillips Company, c/o Locke Lord LLP, c/o Bradley C. Knapp, 601 Poydras Street, Suite 2660 New Orleans, LA 70130-6032 |

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District/off: 0541-4 User: TylerLaws Page 2 of 5 Date Rcvd: Apr 12, 2021 Form ID: pdf002 Total Noticed: 116 + Core Industries, Inc., PO Box 350, Mobile, AL 36601-0350 cr Cortex Business Solutions USA LLC, c/o Sprouse Law Firm, 901 Mopac Expressway South, Building 1, Suite 300 Austin, TX 78746 cr + DLS, LLC, P.O. Box 309, Lydia, LA 70569-0309 cr + DeepSea Quality Consulting, Inc., c/o Ben L. Aderholt, Coats Rose, P.C., 9 Greenway, Suite 1000 Houston, TX 77046-0900 cr + Dickinson Independent School District, c/o Owen M. Sonik, 1235 North Loop West Suite 600, Houston, TX 77008-1772 cr + Discovery Gas Transmission LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705 cr + Diversified Well Logging, LLC, C/O Dore Rothberg McKay, PC, 17171 Park Row, Suite 160, Houston, TX 77084-4927 cr + Duane Landry, 105 Wild Iris Drive, Evangeline, LA 70537-3203 cr + EOG Resources, Inc., c/o Bonds Ellis Eppich Schafer Jones LLP, 420 Throckmorton St., Ste 1000, Fort Worth, TX 76102-3727 cr + EnVen Energy Ventures, LLC, 609 Main Street, Suite 3200, Houston, TX 77002-3276 cr + Everest Reinsurance Company, c/o Randall A. Rios, Husch Blackwell LLP, 600 Travis Street, Suite 2350, Houston, TX 77002-2629 cr Genesis Energy, L.P., 919 Milam, Ste. 2100, Houston, TX 77002-5417 cr Gibson Applied Technology & Enginnering, 1630 Park Ten Place, Suite 206, Houston, TX 77084 cr Gulfstar One LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705 cr Helis Oil & Gas Company, LLC, c/o J. David Forsyth, 400 Poydras Street, Suite 2550, New Orleans, LA 70130-3292 intp Ignition Systems & Controls, Inc., c/o Todd Barron Thomason Hudman & Bebout, Attn: Rafael Rodriguez, 3800 E. 42nd Street, Suite 409, cr Odessa, TX 79762-5928 JX Nippon Oil Exploration (U.S.A.) Limited, c/o GIEGER, LABORDE & LAPEROUSE, L.L.C., 5151 SAN FELIPE, SUITE 750, cr Houston, TX 77056-3646 + Jackson Walker LLP, c/o Bruce J. Ruzinsky, 1401 McKinney Street, Suite 1900, Houston, TX 77010-1900 intp LLOG Exploration Company, LLC, c/o Looper Goodwine P.C., 650 Poydras Street, Suite 2400, Attn: Paul J. Goodwine, New Orleans, LA cr 70130-6171 + Lewis Andrews, c/o Cain & Skarnulis LLP, 400 W, 15th Street, Suite 900, Austin, TX 78701-1659 cr Lexon Insurance Company and Endurance American Ins, Harris Beach PLLC, c/o Lee E. Woodard, Esq., 333 West Washing St., Ste. 200, cr Syracuse, NY 13202-5202 Lexon Insurance Company, Ironshore Indemnity Inc.,, Harris Beach PLLC, c/o Lee E. Woodard, 333 West Washington Street, Suite 200 Syracuse, NY 13202-5202 + Macquarie Corporate and Asset Funding Inc., c/o John M. Castillo, 130 E Travis Street, Suite 350, San Antonio, TX 78205-1784 + Magnum Mud Equipment Co., Inc., Post Office Box 4258, Houma, LA 70361, UNITED STATES 70361-4258 cr Marathon Oil Company, c/o Clay M. Taylor, Bonds Ellis Eppich Schafer Jones LLP, 420 Throckmorton Street, Suite 1000, Fort Worth, TX Martin Energy Services LLC, c/o Robert P. Franke, Clark Hill Strasburger, 901 Main St., Suite 6000, Dallas, TX 75202-3748 cr McMoran Oil & Gas LLC, 1615 Poydras Street, Suite 600, New Orleans, LA 70112-1238 cr Merit Energy Company, Locke Lord Bissell & Liddell LLP, Attn: Philip Eisenberg, 600 Travis Street, Suite 3400 Houston, TX cr #+ Milorad Raicevic, 3701 Kirby Drive, Suite 1000, Houston, TX 77098-3928 cr + Noble Energy, Inc., c/o Andrews Myers, PC, 1885 Saint James Place, 15th Floor, Houston, Tx 77056-4175 cr + Patrick Burnett, c/o Cain & Skarnulis LLP, 400 W. 15th Street, Suite 900, Austin, TX 78701-1659 cr + Prime Clerk LLC, One Grand Central Place, 60 East 42nd Street, Suite 1440, New York, NY 10165-1446 op Railroad Commission of Texas, c/o Office of the Attorney General, Bankruptcy & Collections Division, P. O. Box 12548, Austin, TX intp 78711-2548 Red Willow Offshore, LLC, c/o Barnet B. Skelton, Jr., 815 Walker, Suite 1502, Houston, TX 77002-5832 cr Regis Southern, c/o Reese Baker, 950 Echo Lane Ste 300, Houston, TX 77024-2824 cr + SBM Gulf Production LLC, c/o Ken Green, Snow Spence Green LLP, P O Box 549, Hockley, TX 77447-0549 cr + Seitel Data, Ltd., c/o Duane J. Brescia, Clark Hill Strasburger, 720 Brazos, Suite 700, Austin, TX 78701-2531 cr + Sheldon Independent School District, c/o Owen M. Sonk, PBFCM, LLP, 1235 N. Loop W., Suite 600, Houston, TX 77008-1772 cr + Sheldon Independent School District, et al, c/o Owen M. Sonik, PBFCM, LLP, 1235 N. Loop W., Ste 600, Houston, TX 77008-1772 cr + Shell Offshore, Inc., 200 N. Dairy Ashford, Houston, TX 77079-1101 cr + Shell Oil Company, c/o Sara M. Keith, 150 N. Dairy Ashford Rd., Building F, Houston, TX 77079-1128 cr + Solar Turbines Incorporated, 100 N.E. Adams, Peoria, IL 61629-0001 cr + Superior Performance, Inc., c/o S. Mayer Law, P.O. Box 6542, Houston, TX 77265, UNITED STATES 77265-6542 cr + TC Oil Louisiana, LLC, c/o Wick Phillips Attn: Jason Rudd, 3131 McKinney Ave., Suite 100, Dallas, TX 75204-2430 intp + TETRA Technologies, Inc., Dore Rothberg McKay, P.C., 17171 Park Row, Suite 160, c/o Zachary McKay, Houston, TX 77084-4927 cr TGS AP Investments AS, c/o Andrew A Braun, Geiger Laborde & Laperouse, LLC, Suite 4800, 701 Poydras Street, New Orleans, LA cr TGS-NOPEC Geophysical Company, c/o Andrew A Braun, Gieger, Laborde & Laperouse, LLC, Suite 4800, 701 Poydras St., New Orleans, LA 70139 US 70139-7756

TGS-NOPEC Geophysical Company ASA, c/o Andrew A Braun, Gieger Laborde & Laperouse, LLC, Suite 4800, 701 Poydras Street, New

Texas General Land Office, c/o Office of the Attorney General, Bankruptcy & Collections Division, P. O. Box 12548 MC-008, Austin, TX

Transcontinental Gas Pipe Line Company, LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK

Tana Exploration Company, LLC, c/o Wick Phillips Attn: Jason Rudd, 3131 McKinney Ave., Suite 100, Dallas, TX 75204-2430 Tetra Applied Technologies, Inc., c/o Zachary S. McKay, Dore Rothberg McKay, P.C., 17171 Park Row, Suite 160, Houston, TX

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Orleans, LA 70139 US 70139-7756

74103-3705

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District/off: 0541-4 User: TylerLaws Page 3 of 5 Date Rcvd: Apr 12, 2021 Form ID: pdf002 Total Noticed: 116 + Trendsetter Engineering, Inc., 10430 Rodgers Road, Houston, TX 77070, UNITED STATES 77070-1642 + Trinity Bay Conservation District, c/o Owen M.Sonik, 1235 North Loop West Suite 600, Houston, TX 77008-1772 cr cr + Trunkline Field Services LLC, 1300 Main Street, Houston, TX 77002-6803 + U.S. Specialty Insurance Company, c/o Locke Lord LLP, ATTN: Philip Eisenberg, 600 Travis Street, Suite 2800, Houston, TX cr 77002-2914 Universal Equipment, Inc., c/o Christopher J. Piasecki, Davidson Meaux, Post Office Box 2908, Lafayette, La 70502-2908 cr

WFS Liquids LLC, c/o Steven W. Soule', Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705
 West Cameron Dehydration Company, L.L.C., 1300 Main Street, Houston, TX 77002-6803

cr + West Cameron Dehydration Company, L.L.C., 1300 Main Street, Houston, TX 77002-6803
cr + Westerngeco LLC, c/o Andrew A Braun, Gieger Laborde & Laperouse, LLC, Suite 4800, 701 Poydras Street, New Orleans, LA 70139 US 70139-7756

+ Valaris plc, Matthew D. Cavenaugh, Jackson Walker LLP, 1401 McKinney Street, Suite 1900 Houston, TX 77010-1900

 Williams Field Services-Gulf Coast Company LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705

+ Zurich American Insurance Company, c/o Duane Brescia, 720 Brazos Street, Suite 700, Austin, TX 78701-2531

TOTAL: 104

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Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

| Recip ID | _ | Notice Type: Email Address Email/Text: bnkatty@aldineisd.org | Date/Time | Recipient Name and Address |
|----------|---|--|----------------------|--|
| CI | | , , | Apr 12 2021 20:09:00 | Aldine ISD, Legal Department, 2520 WWThorne Dr., Houston, TX 77073-3406 |
| cr | + | Email/Text: SPECK@LAWLA.COM | Apr 12 2021 20:09:00 | Atlantic Maritime Services, LLC, c/o Stewart F. Peck, Lugenbuhl Wheaton Peck Rankin & Hubbard, 601 Poydras Street, Suite 2775, New Orleans, LA 70130, UNITED STATES 70130-6041 |
| cr | | Email/Text: houston_bankruptcy@LGBS.com | Apr 12 2021 20:08:00 | Cypress-Fairbanks ISD, Linebarger Goggan Blair & Sampson LLP, C/O John P. Dillman, P.O. Box 3064, Houston, Tx 77253-3064 |
| cr | + | Email/Text: BKADDEN@LAWLA.COM | Apr 12 2021 20:09:00 | Deligans Valves, Inc., c/o Benjamin W. Kadden, Lugenbuhl Wheaton Peck Rankin & Hubbard, 601 Poydras Street, Suite 2775, New Orleans, LA 70130-6041 |
| cr | | Email/Text: houston_bankruptcy@LGBS.com | Apr 12 2021 20:08:00 | Galveston County, Linebarger Goggan Blair & Sampson LLP, C/O John P. Dillman, P.O. Box 3064, Houston, TX 77253-3064 |
| cr | | Email/Text: houston_bankruptcy@LGBS.com | Apr 12 2021 20:08:00 | Harris County, Linebarger Goggan Blair & Sampson LLP, C/O John P. Dillman, PO Box 3064, Houston, TX 77253-3064 |
| cr | + | Email/Text: BKADDEN@LAWLA.COM | Apr 12 2021 20:09:00 | Heartland Compression Services, L.L.C., c/o Benjamin W. Kadden, Lugenbuhl Wheaton Peck Rankin & Hubbard, 601 Poydras Street, Suite 2775, New Orleans, LA 70130-6041 |
| cr | + | Email/Text: bankruptcy@islandoperating.com | Apr 12 2021 20:09:00 | Island Operating Company Inc, 770 S Post Oak Lane, Suite 400, Houston, TX 77056-6666 |
| cr | | Email/Text: houston_bankruptcy@LGBS.com | Apr 12 2021 20:08:00 | Jefferson County, Linebarger Goggan Blair & Sampson LLP, c/o John P. Dillman, P.O. Box 3064, Houston, TX 77253-3064 |
| cr | | Email/Text: houston_bankruptcy@LGBS.com | Apr 12 2021 20:08:00 | Matagorda County, Linebarger Goggan Blair & Sampson LLP, c/o John P. Dillman, Post Office Box 3064, Houston, TX 77253-3064 |
| cr | + | Email/Text: pwp@pattiprewittlaw.com | Apr 12 2021 20:08:00 | Plains Gas Solutions, c/o Law Ofc Patricia Williams Prewitt, 10953 Vista Lake Ct., Navasota, TX 77868, UNITED STATES 77868-6981 |
| cr | | Email/Text: ar@supremeservices.com | Apr 12 2021 20:07:00 | Supreme Service & Specialty Co. Inc., Attn: Freddy Bourgeois, 204 Industrial Ave. C, Houma, LA 70363 |

District/off: 0541-4 User: TylerLaws Page 4 of 5
Date Rcvd: Apr 12, 2021 Form ID: pdf002 Total Noticed: 116

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

| Recip ID cr | Bypass Reason | Name and Address 2M Oilfield Group Inc. |
|----------------|---------------|---|
| cr | | A-Port LLC |
| cr | | AGGREKO, LLC |
| cr | | AGI Industries Inc |
| cr | | AGI Packaged Pump Systems |
| cr | | Acadian Contractors, Inc |
| cr | | Ad Hoc Group of Secured Lenders |
| cr | | Archrock Partners Operating, LLC and Archrock Serv |
| cr | | Aubrey Wild |
| cr | | Berkley Insurance Company |
| cr | | CCG Services (U.S.) Inc. |
| cr | | CNOOC Petroleum Offshore U.S.A. Inc. |
| cr | | CTD Legacy LLC |
| intp | | Cantor Fitzgerald Securities, as DIP Agent |
| cr | | Chevron U.S.A. Inc. |
| cr | | Cortland Capital Market Services LLC |
| cr | | Cox Oil, LLC, Cox Operating LLC, Energy XXI GOM, L |
| cr | | Deep Sea Development Services, Inc., 19219Katy Freeway, Suite 260, Houston, UNITED STATES |
| cr | | Derrick Daniels |
| cr | | Diamond Oil Field Supply Inc |
| cr | | Diverse Safety & Scaffolding, LLC |
| intp | | Ecopetrol America LLC |
| cr | | Ecopetrol America LLC |
| cr | | Edward Randall, Individually and as Representative |
| intp | | Eni Petroleum US LLC |
| intp | | Eni US Operating Co. Inc. |
| cr | | ExxonMobil Corporation |
| intp | | Facilities Consulting Group, LLC |
| cr | | Florida Gas Transmission Company, LLC |
| cr | | Goldman Sachs Bank USA |
| cr | | HB Rentals, LC |
| cr | | HCC International Insurance Company PLC |
| cr | | HHE Energy Company |
| cr | | Halliburton Energy Services, Inc. |
| cr | | Hess Corporation |
| cr | | Hunt Oil Company, Chieftain International (U.S.) L |
| cr | | ITC Global, Inc. |
| cr | | Infinity Valve & Supply LLC |
| cr | | Intracoastal Liquid Mud, Inc., UNITED STATES |
| intp | | Kilgore Marine |
| cr | | LLOG Energy, L.L.C. |
| cr | | LLOG Exploration Offshore, L.L.C. |
| cr | | Lavaca County |
| cr | | Liberty Mutual Insurance Company |
| cr | | Linear Controls, Inc. |
| cr | | Live Oak CAD |
| cr | | Louisiana Safety Systems, Inc. |
| intp | | Manta Ray Offshore Gathering Company, L.L.C. |
| • | | Moodys Investors Service, Inc. |
| cr | | Multiklient Invest AS |
| cr | | NOV Process & Flow Technologies US, Inc. |
| cr | | |
| cr | | National Oilwell Varco, L.P. |
| intp | | Nautilus Pipeline Company, L.L.C. |
| cr | | North American Specialty Insurance Company |
| cr | | Oceaneering International Inc. |
| cr | | Oil States Energy Services, LLC |
| | | |

Partco, LLC

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Date Rcvd: Apr 12, 2021 Form ID: pdf002 Total Noticed: 116

cr Philadelphia Indemnity Insurance Company

cr Process Piping Materials, Inc. cr R360 Environmental Solutions, LLC

intp RLI Insurance Company
cr Renaissance Offshore, LLC
cr Republic Helicopters, Inc.
cr Ridgewood Energy Corporation
cr Rio Grande City CISD
crcm SLTL Ad Hoc Committee
cr SM Energy Company

cr Samson Contour Energy E & P, LLC
cr Samson Offshore Mapleleaf, LLC
cr Sea Robin Pipeline Company, LLC
cr Shell GOM Pipeline Company, LLC

cr Shell Pipeline, LLC

cr Sirius America Insurance Company

cr Starr County

cr State of Louisiana, Department of Natural Resource

cr Stingray Pipeline Company, LLC

intp Subsea 7 LLC

cr Superior Energy Services, L.L.C.

cr Talos Energy Inc. cr Talos Energy LLC

cr The Hanover Insurance Company

crcm The Official Committee of Unsecured Creditors

cr Toys O'Neil

cr Travelers Casualty and Surety Company of America

cr Trunkline Gas Company, LLC
cr U.S. Department of the Interior
cr Valero Marketing and Supply Company
cc Valero Marketing and Supply Company

cr W&T Offshore, Inc.

cr Warrior Energy Services Corporation

cr Wild Well Control, Inc.

cr Workstrings International, LLC

cr XH LLC

cr XL Specialty Insurance Co
cr XL Systems, L.P.
cr XTO Energy, Inc.
cr XTO Offshore, Inc.

db *+ Fieldwood Energy Inc., 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623 cd *+ Fieldwood Energy LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623

TOTAL: 97 Undeliverable, 2 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 14, 2021 Signature: /s/Joseph Speetjens